

## **CHAPTER 5**

# **Contract Setup and Planning Data**

**What you will learn from this Chapter:**

**Entering Contract Setup and Planning Data For:**

- **Administration**
- **Funding**
- **Payment**
- **Modifications**
- **Quality Assurance**
- **Submittals**
- **Schedules**



## CHAPTER 5: Contract Setup and Planning Data

**S**ome of the initial tasks we perform and decisions we make on our contracts will be covered in this Chapter. This chapter will address the **HOW** and **WHO** of certain aspects of our contract. That is, **HOW** we want to do things and **WHO** will do them. The entries discussed in this module are typically referred to as “*Planning Activities*”. Once the information is entered, it seldom requires further modification. Planning encompasses decisions and choices required for administering a construction contract and are separated into four basic categories within this part of RMS:



1. Administration / Funding
2. Payment / Modifications
3. Quality Assurance
4. Submittals / Schedules

### Contract / Administration / Contract Setup / Administration/Funding Tab

The screenshot shows the 'Contract Menu - [PROMISTEST] DACA09-97-C-0052 NA Landfill Expansion' window. The 'Administration - Contract Setup' tab is active, displaying the 'Administration' and 'Funding' sections. Callout boxes A through H point to specific fields and options:

- A** points to the 'Administration' tab.
- B** points to the 'Contract Setup' link in the left sidebar.
- C** points to the 'Administration' section header.
- D** points to the 'Funding' section header.
- E** points to the 'Funding Source' dropdown menu.
- F** points to the 'Currency Type' dropdown menu.
- G** points to the 'Will PD? be used for downloading Award CLIN's & uploading Modifications?' checkbox.
- H** points to the 'Labor Rate Table Decision' dropdown menu.

The 'Administration' section includes the following options:

- ☒ Will PROMIS be used for uploading/downloading Contract Status ?
- ☒ Will the contractor use the RMS-QC Module for this Contract ?
- ☐ Do you want to answer RFI's with two-way memo in RMS ?
- ☒ Do you want to track Contractor's Insurance in RMS ?
- ☒ Do you want to track Contractor's Payrolls in RMS ?
- ☒ Do you want to track Labor Interviews in RMS ?
- ☒ Will this contract require a DD1354 Transfer Document ?

The 'Funding' section includes the following options:

- ☐ Will CFMS be used for downloading Finances and uploading Payments ?
- ☐ Will PD? be used for downloading Award CLIN's & uploading Modifications ?

The 'Funding Source' dropdown menu is set to 'MIL CONST ARMY (MCA)'. The 'Currency Type' dropdown menu is set to 'US DOLLAR'. The 'Labor Rate Table Decision' dropdown menu is set to 'Dams/Various County'.



## A. Will PROMIS be used for uploading/downloading Contract Status?

This decision may already be made at some level higher than the Resident Office, but it should be explained as to what is really transpiring with this exchange of data.

The RMS-PROMIS interface can be explained in two simple statements:

- RMS provides Construction Status Information
- RMS will feed headquarters information via PROMIS



Data that RMS will send are:

### 1. Major Milestone Events

- Contract Award from PROMIS
- Notice to Proceed (NTP) Issued
- Beneficial Occupancy Date (BOD)
- Construction Complete (Physical)
- Construction Complete (Fiscal)

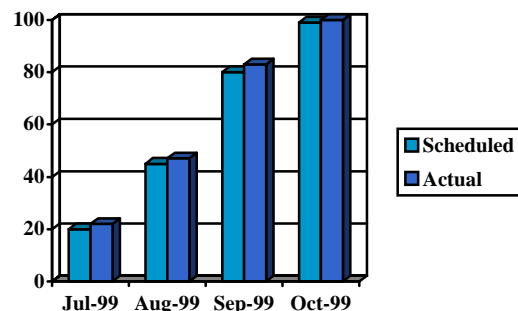
### 2. Feature of Work Schedule

- Contractor schedules construction by work activities (100's to 1,000's)
- Actives are grouped by Definable Features of Work (10 to 30)
- RMS sends PROMIS scheduled & actual start and finish of each feature

**RMS rolls the Contractor's NAS up to a feature schedule**

### 3. Scheduled/Actual Construction Progress

RMS sends PROMIS the Scheduled and Actual Construction Progress



### 4. Construction Working Estimate

- Construction Contract
- Other Supporting Contract
- S&A
- Other without S&A
- Contingency - Management Reserve

**CEFMS - Current funding & obligations (Bank)**  
**RMS - Projected expenses (Budget)**

## 5. Modifications/Proposed Changes



- Award Contract Amount
- Signed Modifications
- Funded Pending Changes - Unfunded Pending Changes

**RMS computes contingency by subtracting pending changes from available funding in CEFMS**

## 6. Construction/Customer Issues

- Narrative on Customer Issues
- Narrative on Construction Status
- Construction Status Code
- Primary Delay Code

**RMS sends PROMIS current Issues**

## B. Will the contractor use the RMS-QC Module for this Contract?

If the Contractor will be required to use RMS-QC, much of the data will be electronically exchanged and RMS will perform “read only” functions on much of the data. This greatly speeds up the program and is the desired way to manage your contracts. If the box is not checked, the Government will need to manually enter the required Contractor data, including all activities and other planning data. If this box is not checked, the Government may enter critical contractor data in the RMS-QC module, without using the contractor version.

## C. Do you want to answer RFI's with two-way memo in RMS?

If this box is checked, RMS will provide the selection of an RMS-generated RFI form. Otherwise, RFI's may be responded to in the traditional manner, with a formal letter to the contractor. RMS is shipped with sample RFI letters, containing MS Word and RMS macros.

## D. Do you want to track Contractor's Insurance in RMS?

This is another of the optional areas of the RMS program. However, **IT SHOULD NEVER BE AN OPTION** to allow our Contractors to work without proper and complete insurance. If you are aware, or should have been aware, that a contractor is working without insurance, and a worker is injured, you may very well end up in Civil Court and be found responsible for all or part of the workers' loss. It is highly recommended that the Prime and Sub contractors be requested to furnish proof of insurance prior to beginning work if required by the contract. If this box is not

checked, the items will not show up on later QA/QC Menus or reports and will not show up in RMS-QC.

If the box is checked, you will be able to designate whether the Contractor or the Government will enter the insurance information. If you decide that the Government will enter the information, the RMS-QC module will not include the screen. If you decide that the Contractor will enter the information, RMS will not have the selections.

The policies must contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

The amount and type of insurance specified may vary with the type and location of the contract.

### **1. Contract on a Government Installation**

Prior to commencement of work, insurance documentation is required to be furnished to the Government by the Prime Contractor. The Prime Contractor is responsible to verify that each Subcontractor has and maintains the same amount of such insurance.

Typically located in the specification entitled: "Special Contract Requirements" (e.g., section 00800), the following minimum insurance coverage is required:

- Either Workman's Compensation or Employer's Liability Insurance with the minimum limit specified.
- General Liability. The contract requires bodily injury liability insurance coverage written on the comprehensive form or policy, in the specified amount per occurrence.
- Automobile Liability Insurance for Bodily Injury and Property Damage with the listed minimum limits for injury or death of any one person; for each accident or occurrence of bodily injury liability; and for each accident or occurrence for property liability.

### **2. Contract not on a Government Installation**

Prior to commencement of work, insurance documentation is required to be furnished to the Government by the Prime Contractor. The Prime Contractor is responsible to provide documentation of each Subcontractor prior to their commencement of work.

The requirements for such insurance is usually found in specification entitled: "Required Insurance".

The insurance coverage must amount to at least the limits referred to in the contract. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the contract is located requires higher limits, policies should provide coverage of at least those limits.

## **E. Do you want to track Contractor's Payrolls in RMS?**

When the contract is required to comply with the Davis-Bacon Act, is also falls under the requirements of the Copeland Act. This mandates that a **Wage Determination and Davis-Bacon Poster** (WH-1321) be posted at all times by the Prime Contractor and its Subcontractors at the site of the work. It must be located in a prominent and accessible place where the worker

can easily see it. (**Never allow the poster to be posted INSIDE a contractor's office!**) The Wage Determination listed in the contract must be supplemented by any additional classification and wage rates granted by the Department of Labor for this specific contract.



**If a contract is awarded and does not include all the trade classifications required on the contract, the Contractor must request additional classifications from the Department of Labor. This request is given through the Contracting Officer.**

The contractor is required to submit certified payrolls weekly, including any negative reports (no work performed during pay period). The contractor may use his own report form, however, DD Form 879 is recommended and is usually provided to the Prime Contractor at the Preconstruction Conference.

Keeping track of payroll compliance and problems within RMS provides the advantage of a link to the contractor's pay request. Any outstanding payroll problems will be reflected on the Pay Estimate worksheet and a decision can be made to withhold monies from the contractor until compliance.

If this box is not checked, the item will not appear in the various QA/QC menus or reports and the "Labor Rate Table Decision" field will not appear.

## **F. Do you want to track Labor Interviews in RMS?**

Labor Standard Interviews, using DD Form 1567, are held with labor-type workers by Government Representatives as a spot-check that the contractors are in compliance with the labor standard provisions of the contract. The interviews should include all trades, with emphasis being placed on the trades that have proven to be the most likely to avoid compliance (such as, landscapers and painters).

If this box is not checked, the item will not appear in the various QA/QC menus or reports.

## **G. Will this contract require a DD1354 Transfer Document?**

If your contract is for a U.S. Military facility, you are required by regulation to provide a DD Form 1354 Transfer document. In addition, other Customers, such as EPA or HUD, have also been known to require such a document for their records. If you are doing work for other, such as Civil Works, HTRW, OConus, etc., you very well may not need such a document.

If the box is checked it will populate various screens and menus with the appropriate data. If the box is not checked, they will not appear on the QA/QC screens or reports.

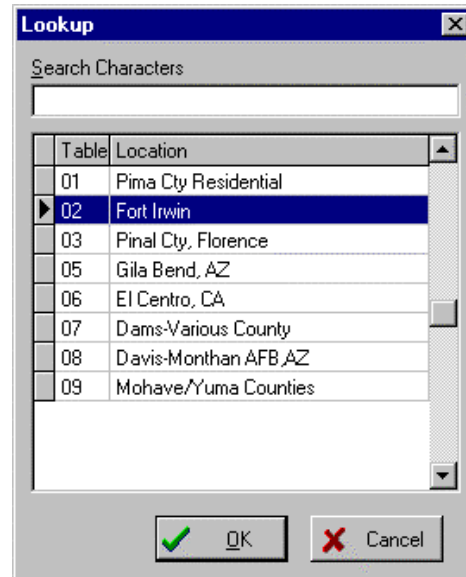
## **H. Labor Rate Table**

If your contract is subject to the **Davis-Bacon Act**, and you choose to track hourly labor rates, you will need to enter each of your Wage Decisions in the **Library** by **Wage Decision Number**. You can then use the LOOKUP to select the appropriate Wage Decision. Wage Decisions can include multiple contracts and, therefore, are not necessarily contract specific...that's why they are in the **Library**.

If your contract includes a Labor Rate Table, it is based upon a Wage Decision prepared by the Department of Labor for each geographical area and for specific periods of time. The Wage Decision determines the minimum hourly wage to be paid to labor-type employees.

Use the lookup and select the appropriate table for your contract.

If you did not indicate that you were going to track Labor Interviews in RMS, this table will not appear on this screen at all, nor be available in other QA/QC menu selections.



The screenshot shows a 'Lookup' dialog box with a search field and a table of labor rate tables. The table has two columns: 'Table' and 'Location'. The rows are numbered 01 through 09. Row 02, 'Fort Irwin', is selected. At the bottom are 'OK' and 'Cancel' buttons.

Table	Location
01	Pima Cty Residential
02	Fort Irwin
03	Pinal Cty, Florence
05	Gila Bend, AZ
06	El Centro, CA
07	Dams-Various County
08	Davis-Monthan AFB, AZ
09	Mohave/Yuma Counties



- **Funding**

## A. Will CEFMS be used for downloading Finances and uploading Payments?

Unique within USACE is the financial based front-end module, the Corps of Engineers Financial Management System (CEFMS). This module/interface is essentially a financially driven product that presents to PD<sup>2</sup> a fully edited and prepared Purchase Request (PR) for processing that will result in a contractual instrument for conducting government business.

If your contract will not use the electronic interface of CEFMS, your workload will GREATLY increase. As RMS can be fully utilized for contracts with a direct download from CEFMS, but all entries must be accomplished manually to fully function with all the other financial programs of USACE.

Contract Menu - [PROMISTEST] DACA09-97-C-0052 NA Landfill Expansion

File Help Admin

Home Administration Finances QA/QC Submittals Schedules Closeout Import/Export Overview Reports

**Administration - Contract Setup**

Contract Description  
Contract Status  
**Contract Setup**  
Contract Plans  
Correspondence  
Defined Entries  
Prime Contractors  
Subcontractors  
Insurance  
Contractor Payrolls  
Interviews

Administration/Funding | Payment/Modifications | Quality Assurance | Submittals/Schedule

**Administration**

☒ Will PROMIS be used for uploading/downloading Contract Status ?  
☒ Will the contractor use the RMS-QC Module for this Contract ?  
☐ Do you want to enter RFI's with two-way memo in RMS ?  
☒ Do you want to track Contractor's Insurance in RMS ? Insurance Entered By: [Dropdown]  
☒ Do you want to track Contractor's Payrolls in RMS ? Labor Rate Table Decision: [Dropdown]  
☒ Do you want to track Labor Interviews in RMS ?  
☒ Will this contract require a DD1354 Transfer Document ?

**Funding**

☐ Will CEFMS be used for downloading Finances and uploading Payments ?  
☒ Will PD2 be used for downloading Award CLIN's & uploading Modifications ?

Funding Source: [MIL CONST ARMY (MCA) ...]  
 Currency Type: [US DOLLAR ...]

## A. Will CEFMS be used for downloading Finances and uploading Payments?

RMS can be used in a “stand-alone” mode, not making use of CEFMS. However, all financial data must be gathered, entered, and manually kept current. If this is not accomplished, you will never have a good handle on the true CWE for the contract.

The U.S. Army Corps of Engineers (USACE) has implemented the **Procurement Desktop Defense** (PD<sup>2</sup>). PD<sup>2</sup> is sometimes referred to as the Standard Procurement System (SPS), a DOD sponsored Commercial off the Shelf (COTS) automated procurement system that is to replace the Standard Army Automated Contracting System (SAACONS) in all USACE contracting offices.

CEFMS seeks to monitor government transactions of commitments and obligations, to reduce the number of unmatched disbursements. The Purchase Request is associated with specific funding accounts to achieve business transactions that result in the purchase of products and services as intended. The objective of PD<sup>2</sup> is to work with CEFMS to achieve a financially accountable system.

## B. Will PD<sup>2</sup> be used for downloading Award CLINS and uploading Modifications?

PD<sup>2</sup> is a client-server software package that enables users to quickly build contract actions and reports along the entire life of a procurement action from Requirements to Closeout. It enables users to route documents to other PD<sup>2</sup> users, markup approval sheets, and attach notes for others. It also allows users to attach external Word Documents or Excel Spreadsheets to any procurement document in the system.

PD<sup>2</sup> business logic analyzes procurement documents by checking that the user has filled out dates, addresses, or dollar amounts correctly. However, PD<sup>2</sup> does not dictate all the steps necessary to complete the procurement process. For example, PD<sup>2</sup> does not prescribe, which approval sheet should be used for a given document or which "Required when Applicable" clause should be inserted into a given solicitation or award.

If your contract will not use PD<sup>2</sup>, either manual entry of data will be required, or someone in your District will need to provide the information to Contracting.

## C. Funding Source

Using the lookup table, select the appropriate "source" for the funding on this contract.

**Funding Type** refers to who is paying for the contract. (What pot of money it will be taken from.)

The screenshot shows a 'Lookup' dialog box with a search field and a list of funding sources. The list is as follows:

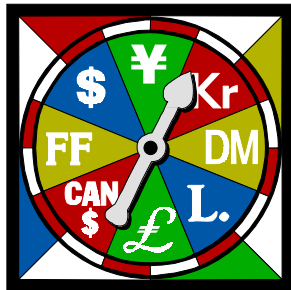
Type	Description
A	DEFENSE ENVIRONMENTAL (DERP)
B	MIL CONST ARMY (MCA)
C	MIL CONST ARMY MINOR (MMCA)
D	MIL CONST ARMY RESERVE (MCAR)
E	ARMY GUARD/NAVY-MARINE (ORES)
F	OTHER CEMP-MD (MP-MD)
G	PRODUCTION BASE SUPPORT (PBS)
H	DEPT OF DEFENSE (DOD)
J	NON-DOD NASA/DOE (NDOD)
K	NON-APPROPRIATED FUNDS (NAF)
M	TROOP SUPPORT AGENCY (TSA)

The 'MIL CONST ARMY (MCA)' option (Type B) is currently selected. At the bottom of the dialog are 'OK' and 'Cancel' buttons.

## D. Currency Type

Use the drop-down to select the appropriate currency being used on the contract. The selections include (among others):

- **U.S. Dollar**
- **Japanese Yen**
- **Korean Won**
- **German Mark**



**Lookup**

Search Characters

Code	Description
ES	PORTUGAL ESCUDO
EU	EURO DOLLAR
FF	FRENCH FRANC
IL	ITALIAN LIRA
JY	JAPANESE YEN
KR	DANISH KRONE
KW	KOREA SOUTH WON
LB	BRITISH POUND
SR	SAUDI RIYAL
TL	TURKISH LIRA
US	US DOLLAR

OK Cancel

## Administration / Contract Setup / Payments/Modifications Tab

- Payment

### A. Payment Type

RMS will have CEFMS download the contract **Obligation Line Items**. PD<sup>2</sup> will be used to download the **Award CLINS**. You will then link the obligations to either the CLINS or the CONTRACT after the download is complete.

1. If PD<sup>2</sup> funds at the **CONTRACT** level, RMS will be

able to **OBLIGATE** at EITHER the **CONTRACT** or the **CLIN** level.

2. If PD<sup>2</sup> funds at the **CLIN** level, RMS **MUST** also **OBLIGATE** at the **CLIN** level.

**Caution: The ability to Award at the Contract Level is being phased out shortly. This feature is not supported by PD<sup>2</sup> and will be removed from RMS when the interface between the programs is completed. Therefore, it is recommended that you **ONLY** Award at the CLIN level.**

**CAUTION**  
WATCH YOUR STEP

This is significant in the initial setup of your finances and will also determine how later modifications are allocated to the funding sources.

### B. Prompt Payment Terms

Although RMS defaults for the **Prompt Pay Days** as being 14, you should verify this with your contract. If you are on a typical Military *Firm Fixed-Price contract*, the requirement is probably 14 calendar days for interim payments and 30 calendar days for the final payment. Often however, a Delivery Order or Task Order will have a period of 30 calendar days. This is critical, as it controls the processing time for Progress Payments and provides interest to the Contractor if payment is late, in accordance with the **Prompt Payment Act**.

## • Modifications

The selection process and selections under Modifications are identical for both the Administrative Contracting Officer (ACO) and the Contracting Officer (CO).

### A. Issued By

The **Issued By** field (ACO Mod) will typically be the office of the Administrative Contracting Officer (ACO). The **Issued By** field (CO Mod) will typically be the office of the Contracting Officer. Use the lookup table and select the proper office.

### B. Administered By

This field will identify the particular office responsible for the onsite administration of the contract. Typically, this would be the office of the Resident or Project Engineer that would be delegated **Contracting Officer Representative** authority to administer the contract.

### C. SF30 Signed By and Signature Title

Select the onsite ACO (or CO), using the lookup table. The TITLE field will automatically populate from the information previously entered for the Staff Member (Office Personnel).

Signature blocks are entered in the **Office / Office Personnel** screen. The lookup provided will list all the Staff members who have been granted access privileges to the contract and who have a signature block entered on their staff assignments screen. **NOTE: Users may have more than one signature block.**

**In order for Signature blocks to appear in this lookup screen, they must first be added to the Staff Member's information screen under Staff Assignments AND the Staff Member must be granted access privileges to this contract under RMS User Control.**

Name	Title
Fred Freeman	Administrative Contracting Officer
Fred Freeman	Contracting Officer Representative
Fred Freeman	Resident Engineer
<b>Fredrick B. Freeman</b>	<b>Administrative Contracting Officer</b>
Fredrick B. Freeman	Contracting Officer Representative
Fredrick B. Freeman	Resident Engineer
Haskell Barker	Project Engineer
Larry T Smith	Resident Engineer
RICHARD ALVAREZ	CONTRACTING OFFICER
RICHARD ALVAREZ	PROJECT MANAGER
RICHARD ALVAREZ	PROJECT MANAGER1

## Signatures and Titles on Contract Actions

1. Authorized Government Signatures. All modifications and contractual actions obligating the Government to a change in contract requirements and/or price shall be signed by the Contracting Officer who executed the original contract, or the successor Contracting Officer, or by the Administrative Contracting Officer (ACO) when the action is within delegated authority. This requirement also applies to Notices to Proceed on unsettled changes. Other correspondence to the contractor should be signed by the Contracting Officer, or by the Contracting Officer Representative (COR) if within delegated authority.

2. Contractor's Signature. Acceptable signatures on behalf of the contractor are as follows:

- a. Individual Owner. The individual in his own name shall sign modifications.
- b. Partnerships. A partner of the firm shall sign modifications provided the authority of the particular partner to bind the partnership has been established.
- c. Corporations. The President, Vice President, shall sign modifications or other officer legally empowered to so act.
- d. Agents. Satisfactory evidence of authority to sign must be established with the Contracting Officer.

If a contractor desires to change the name of its company, documentation on the change should be forwarded to Contracting Division who will process the change. According to FAR 42.1203(h)(1), a "Change of Name Agreement" executed by the Government and contractor must be summarized and incorporated by SF-30. FAR 42.1205 describes the required documentation. AFAR 42.1203 requires coordination with DA Headquarters.

## D. PD<sup>2</sup> Administrator

Select the **PD<sup>2</sup> Administrator** for the office of the ACO (or CO), using the lookup table. This feature will be available when the line to PD<sup>2</sup> is completed.

## Administration / Contract Setup / Quality Assurance Tab

### • Quality Assurance

Contract Menu - [FROMTEST] DACA09-97-C-0052 NA Landfill Expansion

File Help Admin

Home Administration Finances QA/QC Submittals Schedules Closeout Import/Export Over

Administration - Contract Setup

Contract Description  
Contract Status  
**Contract Setup**  
Correspondence  
User Defined Entries  
Contractor  
Subcontractors  
Contractor Insurance  
Payrolls  
Reviews

Administration/Funding | Payment/Modifications | **Quality Assurance** | Submittals

**Quality Assurance**

QA Report Type: MILITARY

Project Engineer: Haskell Barker

On Site COR: Kevin Berry

Chief QA Rep: Haskell Barker

Alternate QA Rep: Elaine Brillhart

US Units (selected) | Metric Units

Number of QA Shifts: 1 Shift (selected), 2 Shifts, 3 Shifts

Shift: 1

Time extensions due to adverse weather per month based on:

(Any type weather conditions causing construction delays)

Anticipated weather conditions causing construction delays

Days per month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	3	2	2	1	0	0	3	3	7	9	13

Cursors in Use: 6

### A. QA Report Type

The **QA Report Type** you choose will determine the form to be used for the Quality Assurance Daily Report. A drop-down menu will present a choice of either a Military or Civil type report. The type of contract or the funding will normally dictate the type of report to select. The proper name for these forms is *ENG Form 2538-1-R* (Military) and *ENG Form 2538-2-R* (Civil). The guidance and requirements for these documents are found in Engineering Regulation *ER 1180-1-6*.

Some Districts, as permitted in *ER 1180-1-6*, may be using a **COMBINED QCR & QAR**. In this case, the current RMS form would not be used. It is planned to incorporate a combined form within RMS in the near future.

### B. US or Metric Units.

This selection will determine the units to be used on various reports and screens throughout RMS. For example, if Metric Units are selected, such things as temperatures will be reflected in metric units, such as degrees Celsius.



## **C. Number of QA Shifts**

RMS recognizes multiple shifts for contracts. Select the number of shifts on the contract by clicking on the appropriate number. A shift is defined as the number of hours the staff is assigned to work in a 24-hour period (typically there are three 8-hour shifts in a 24-hour period).

## **D. Chief QA Representative**

Identify the primary (Chief) Quality Assurance Representative for each shift using the lookups provided. This individual is normally responsible to authenticate the QA Daily Report and coordinate QA/QC Issues directly with the Contractor staff during the shift worked.

## **E. Alternate QA Representative**

Identify the secondary (Alternate) Quality Assurance Representative for each shift using the lookups provided. This individual stands-in for the primary (Chief) QA Representative as needed.

## **F. On-site Contracting Officer Representative**

Select the Contracting Officer Representative directly responsible for on-site dealings with the Contractor. This individual will have been granted specific authority to accomplish specific tasks on this contract. This individual is not able to obligate the Government for funds.

## **G. Project Engineer**

The Project Engineer is the primary point of contact for the Customer and is responsible for onsite administration of the contract. The assigned Quality Assurance staff would typically report directly to the Project Engineer. The Project Engineer would address issues and problems on the contract on a daily basis. The Project Engineer may also be granted COR authority, but not always.

## **H. Time Extensions Due to Adverse Weather**

This information is given in the contract and should be identical to the table in the Special Provisions.

The window above shows the simplest weather data. If the second choice is made, the screen gives additional data that must be completed.



## ANTICIPATED ADVERSE WEATHER

Government contracting, as with most any industrial or commercial endeavor, may encounter delays and suspensions prior to completing the contract. One such delay is that caused by unusually severe weather.

A real challenge in Government contracts is concerned with those delays in contract performance resulting from some act, on the part of the Government and its relationship to contract modifications. Some of these delays are the result of the Government's failure to take timely action, such as issuing modifications granting time extensions when needed. If time is not extended, the Contractor may be very successful in prevailing in a claim for "constructive acceleration". Using RMS will assist in bringing such delays to your attention and help with the modification process also.



At FAR Clause 52.249-10, Default (Fixed-Price Construction), is the reference to excusable delays for the Contractor. In subparagraph (b) – ***“The Contractor’s right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—”*** and in (1) ***“The delay in completing the work arises from unforeseeable causes beyond the control and without fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers, ...”***

There are many clauses in Government contracts that treat the problem of delays. Most of them recognize and provide for a time adjustment, or an extension of time, for performance of the contract work as a result of Government-caused delays. Not all of these clauses provide for a monetary adjustment because of such delays. If there is no remedy for delayed performance or increased cost of performance under the terms of the contract, the Contractor must look to the courts for relief. In general, however, the courts have held that the Government is not liable for increased costs from delays to the Contractor's performance, unless there was an element of negligence on the part of the Government or, unless the delays were unreasonable. Not issuing a time extension due to weather delays could very well be deemed as negligence.

The Contracting Officer bears the burden of extending contract time for delays in construction completion caused by ***unforeseeable causes***. Generally, the Contractor should notify the Contracting Officer of delays. However, the contract places responsibility on the Contracting Officer to investigate the facts necessary to determine whether a delay is excusable, i.e., without the fault or negligence of the Prime or Subcontractors. Prompt administration of contract time extension helps in the defense for and reduction of claims for time related costs and acceleration costs.

### Field Office Considerations: (Reference: ER 415-1-15)

- Establish procedures for monitoring actual weather conditions that will provide for timely evaluation of potential delays for unusually severe weather. Such procedures should utilize National Oceanic and Atmospheric Administration (NOAA) data obtained from the National Climatic Center or similar reports for those weather conditions not reported by NOAA.

- Ensure that Contractor and Government Daily QC/QA Reports list the weather conditions that day and ***accurately describe the effect of weather on scheduled activities***.
- Perform an evaluation of time entitlement for affected contracts any time the Contractor suggests a delay, requests a specific extension, or the QA Staff suspects that weather-related delays have been experienced.
- Specifically relate weather to critical and non-critical activities to determine overall delay on contract period and other individual construction activities.
- Make a complete evaluation and determination within a maximum of 30 days after the end of any month in which weather experienced could be a delaying factor.
- Advise the Contractor of your findings within the above period and request his concurrence or rebuttal within 10 days.
- Direct the Contractor to revise his progress schedule to reflect any time adjustment extended.
- Provide a formal modification for time extensions at time intervals not greater than three months.

### **Special Considerations might include:**

1. Highly sensitive activities, such as roofing, outside painting, earthwork, marine work, exterior sheet metal/siding.
2. Periods when only fractional days are suitable because of temperature and moisture level restraints, even though the weather is not adverse by normal standards.
3. Other weather factors, such as fog, snow, hail, wind, etc., or their consequent damage to construction contracts, compared to that expected.
4. Winter shut down periods(s) for work not normally performed in the periods(s).

### **Anticipated Weather Beyond Original Completion Date**

The original contract performance period has a built-in number of “anticipated” weather delay days that the contractor can expect to incur during performance of the contract. However, when a contract time extension is granted, the new contract completion date extends into a period where anticipated weather has not been considered in the original contract. To prevent penalizing the Contractor, each time extension modification that extends the completion date beyond the original or previously amended contract completion date should also include “anticipated” weather for the subject period. The amount of anticipated weather to be added is determined from the Special Contract Requirements Clause, “Time Extension for Unusually Severe Weather”, as discussed previously.

For example: If the clause cited 4 days of anticipated adverse weather for the month of June, and you are going to extend the contract from 1 June to 1 July for 30 calendar days, the contractor would receive 30 calendar days for the time extension plus 4 anticipated weather

days associated with the month of June. Therefore, the appropriate time extension would be 34 calendar days.

The Anticipated Adverse Weather window is subdivided into a four-tab section: **Adverse Weather**, **Precipitation**, **Temperature** and **Surface Wind**. Enter the number of weather days, per category, you anticipate for each month. The actual delay days are entered in the QA, QA Daily Log window.

**Note: The information required to complete this screen should be coordinated with the table in the Contract General Requirements, entitled "Time Extensions for Unusually Severe Weather." It is usually based on a five-day workweek.**

### ANTICIPATED ADVERSE WEATHER Windows

**Note: The numbers in the table represent the minimum number of days in the month that the Contractor is to anticipate as being adverse for certain work elements. The days are typically based on a 5-day workweek and must be coordinated with the Contractors' schedule.**

Time extensions due to adverse weather per month based on: ☒ Any type of weather conditions causing critical delays ☐ Specific weather conditions causing critical delays

5 Day Work Week

Anticipated adverse weather days per month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	3	2	2	1	0	0	3	3	7	9	13



**Note: If this table is specified, the other tables should not be used.**

### Adverse Weather Tab

If the contract only has a single table, such as shown to the left, it is intended to include ALL weather that may be severe, including precipitation, temperature and wind. Some locations may also include snow as a category of weather conditions

Place a check in the **Contract Required** block and copy the table from the contract.

If specific weather conditions are specified in the contract, click on that choice and complete the window below.

Time extensions due to adverse weather per month based on: ☐ Any type of weather conditions causing critical delays ☒ Specific weather conditions causing critical delays

5 Day Work Week

☒ US Units ☐ Metric Units

Anticipated adverse weather days per month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.

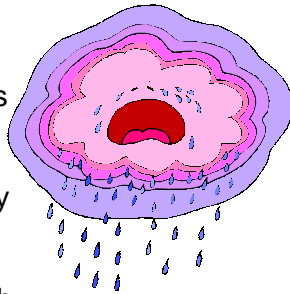
☒ Precipitation Over  Inches

☒ Temperature Below 32° F

☒ Surface Wind Over  MPH

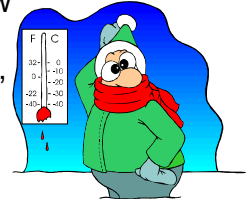
### Precipitation Tab

If the contract includes **Precipitation** as a potential adverse weather element, copy the table from the contract and include both days of the month and the amount of precipitation specified.



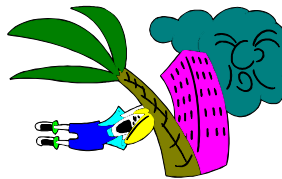
### Temperature Tab

If the contract includes **Temperature** (days below 32F or 0C) as a potential adverse weather element, copy the table from the contract and include both days of the month low temperature may be encountered.



### Surface Wind Tab

If the contract includes **Wind** (days over a specific speed) as a potential adverse weather element, copy the table from the contract and include both days of the month wind may be encountered.



## Administration / Contract Setup / Submittal-Schedules Tab

### • Submittals

On the **Submittal/Schedule** tab, default submittal information is provided in order to generate the *ENG Form 4288, Submittal Register*. If the screen is not completed before the contract is exported to the Contractor (RMS-QC), the Contractor won't have all the information needed to print the register with data in all the columns.

**Contract Menu - [PROMISTEST] DCA09-97-C-0052 NA Landfill Expansion**

File Help Admin

Home Administration Finances QA/QC Submittals Schedules Closeout Import/Export Overview Reports

**Administration - Contract Setup**

Contract Description  
Contract Status  
**Contract Setup**  
Contractor Insurance  
Contractor Payment  
Contractor Information

Administration/Funding Payment/Modifications Quality Assurance **Submittals/Schedule**

**Submittals**

☒ Will there be more than one Submittal Register?

☒ Compute Submittal Need Dates based on Activity Schedule.

Default Government Reviewer: Haskell Baker

Government Review Period: 30 Days

Contractor Resubmittal Period: 14 Days

Default Number of Copies for:

Government Approval: 7

For Information Only: 3

**Activity Schedule**

Activity Schedule Type

☐ Manually enter Scheduled Start/Finish Dates

☒ Import Early and Late Start/Finish Dates from Contractor's Network Analysis System (NAS)

Add Delete

ID	Title
01	Main Register

Cursors in Use: 6

### A. Will there be more than one Submittal Register?

On the left side of the **Submittal/Schedule** tab, RMS defaults to a single **Main Register**. Should there be occasion that more than one register is necessary, place a check mark in this box and then simply push the **Add** button to the lower right. Each contract can be provided with any number of submittal registers. This is especially useful when multiple contracts are merged into a single Bid Package to provide only one Contract.

The pop-up screen must be completed with a new **Submittal Register ID** number and a **Submittal Register Title**. RMS defaults to the next sequential number for the **Submittal Register ID**.

**Add Submittal Register**

Add New S

To add a new submittal register, enter a unique 2 character ID and a descriptive title.

Submittal Register ID: 02

Submittal Register Title: Foodservice Plans Register

Finish Cancel

## B. Compute Submittal Need Dates bases on Activity Early Start Date?

This selection will automatically populate the ENG Form 4288, Submittal Register, with the dates from the Contractor activity schedule (NAS) or from the dates manually entered if the SDEF import is not done.

## C. Default Government Reviewer

A lookup screen is available from which to choose the Default Submittal Reviewer. **NOTE: This block should be completed prior to any export to the Contractor module.**

Name
Eric G Holland
Esko Woudenberg
Fred Freeman
Gerald L McKoy
Haskell Barker
Jack Pennington
Judy Kay Steiger
KEVIN R BERRY
Larry T Smith
Mark Rhoades
RICHARD ALVAREZ

## D. Government Default Review Period

The Government Review Period is specified in the Contract specifications. It is typically 35-calendar days (exclusive of mailing time), but may vary for some specific items, such as HTRW or Structural Steel items to be coordinated with other

Agencies, and so forth.

## E. Contractor Required Resubmittal Period



After a Transmittal has been returned to the contractor requiring a resubmission of one or more submittal items, the Contractor is required to resubmit said corrected data within a specific timeframe. This is generally 14-calendar days.

## F. Default Number of Copies

The Contractor in the quantity specified in the contract provides transmittals. Be sure that the number entered here reflects the PRIMARY type of submittal.

For example, if most of the submittals are to be approved by the Contractor transmittals are provided to the Government For Information Only (FIO). This typically requires that 4-copies of the FIO transmittal be provided. However, if most of the submittals will require Government Approval (GA), then the Contractor may be required to submit 6-copies of the transmittal.

Although most offices return annotated copies of both FIO and GA transmittals to the Contractor, the specification only requires that 1-copy of a GA transmittal be returned to the Contractor. Follow your office policy on this practice.

**It is important to record the number of copies and the review time on the right side of the Tab. The number of copies will inform the Contractor of the quantity of *ENG Form 4025's* necessary to meet contract requirements. Without the Review Period days, RMS cannot calculate meaningful NEED BY dates, nor can useful reports be compiled. For example, without the days, RMS has no date to compare today's date against for determining overdue, outstanding, and calculate the actual review period.**

## • Schedules

**Activity Schedule** provides for either manually entering the Start/Finish Dates or Importing the Start/Finish Dates from the Contractor's NAS scheduling system. Choose the one specified by the contract, or being used by the Contractor.



### A. Manually enter Scheduled Start/Finish Dates

If the Contractor is using a Gantt chart, manual entry of dates will probably be required. However, most scheduling packages will also export the Gantt chart dates that you could import into the RMS program. The Actual Dates will be imported from the Contractor RMS-QC module, if it is being used. Otherwise, the Actual Dates will also be required to be entered manually.

### B. Import Scheduled Start/Finish Dates from NAS

The easiest method to keep up-to-date with the Contractor is by use of a Network Analysis System (NAS) (often referred to as a CPM, Critical Path Method). RMS will automatically be able to import the Early and Late Start/Finish Dates that can be used to update PROMIS. The Actual Dates will be imported from the Contractor RMS-QC module.